

**Project Agreement
for
U.S. Department of Commerce
Food Services Contract**

Solicitation #52-SAAA-9-00035

1. Background and Purpose

The U.S. Department of Commerce has a need for food services for its headquarters building. The Herbert Clark Hoover Building (HCHB) is the main U.S. Department of Commerce building. It is located at 14th Street and Constitution Avenue, NW, in Washington, D.C., near the Federal Triangle Metrorail station. The seven-story building encompasses three city blocks and eight acres of land, making it one of the largest office buildings in the area. The HCHB currently serves as office space for approximately 3500 employees.

Completed in 1932, the HCHB is named for President Hoover, who was Secretary of Commerce between 1921 and 1928. The building is considered a historic landmark and is owned by the General Services Administration (GSA). GSA has delegated authority to the Department of Commerce (DOC) to oversee the cafeteria operation.

The HCHB houses the White House Visitor Center on part of the first floor (the Malcolm Baldrige Great Hall on the west side of the building facing Pennsylvania Avenue) and the National Aquarium in part of the basement (near the main entrance on the 14th Street side of the building). These two sites are cordoned off by gates and security guards, and tourists to these attractions are not currently allowed access to the HCHB cafeteria. The HCHB cafeteria is accessible to DOC employees and contractors with security badges, their visitors, and others with current U.S. Government identification. Core building business hours are Monday through Friday, from 7:30 a.m. to 5:00 p.m.

The cafeteria is located in the basement of the HCHB. It consists of a seating area, cooking area, small office and locker room, and serving area. In the past, cafeteria services contractors have used an adjoining room for food services, such as a separate buffet dining area. (For purposes of this document, this adjoining room shall be called the "buffet dining room," although contractors may propose to use this space differently, or not at all.) Also, an outdoor courtyard is available for the food service contractor's use. An Executive Dining Room (EDR) is located on the fifth floor, which is open to high-level executives, the Secretary, and Deputy Secretary. The EDR is equipped with a separate cooking area.

The DOC held a competition for the cafeteria services contract in 1989. Aramark won the contract, which was issued in 1990 as a no-cost contract. Aramark was allowed to use the basement cafeteria facility and its equipment rent-free. A percentage of Aramark's income was

to be put into funds for replacement and repair of the equipment as needed. The facility was refurbished by Aramark when it took over the operation.

A tunnel connecting the HCHB and Ronald Reagan Building (RRB, across 14th Street from the HCHB) basements opened in August, 1998. Aramark decided to exercise its option to terminate its contract due to the loss of its customers to the RRB food court. The last day Aramark provided food services to the HCHB was Friday, July 9, 1999.

An informal survey was conducted in May, 1999 of the HCHB population in regards to food services preferences. The result was a preference for a cafeteria facility similar to what currently exists. Interested vendors can receive a copy of the Aramark contract by requesting it by e-mail at Ehinz@doc.gov or by writing to the following address:

U.S. Department of Commerce
14th & Constitution Ave., NW
Acquisition Services, Room 6514
Attn: Elizabeth Hinz
Washington, D.C. 20230

2. Authority

This Project Agreement is authorized by the Acting Assistant Secretary for Administration and is identified as a requirement under the responsibility of the Office of the Secretary, Office of Administrative Services.

3. Project Objective

The objective of this acquisition is to select a Contractor who will establish and operate the food services facilities described herein for the purpose of dispensing food, non-alcoholic beverages and such other items as may be authorized by the Contracting Officer (CO) in accordance with the terms and conditions of the resulting contract.

A. APPLICABLE DOCUMENTS

The following documents are relevant to this procurement and it is the Contractor's responsibility to acquire them. To the best of the DOC's knowledge, these are the most current cites, however, any superceding documents shall be the prevailing standard.

1995 USPHS Food Code Manual
Public Health Service Publication No., (FDA) 78-2091, the Vending of Food and Beverages

41 CFR 101-20.3, regarding standards of conduct

29 CFR 1910, OSHA's General Industry Standards

Food Service Sanitation Manual, Public Health Service, Publication No. 78-2081

Federal Acquisition Regulation

District of Columbia Regulation Title 23, Section 2201, training of food handlers

Randolph Sheppard Act

Department of Labor Wage Determinations OR Collective Bargaining Agreement with the AFL-CIO of Washington, D.C., Food and Beverage Worker's Union, Local 32

B. REQUIREMENTS:

1. Food Service Program

The Contractor's food service program for the HCHB shall consist, at a minimum, of a daily breakfast service and a daily luncheon service, Monday through Friday.

2. Catering

The Contractor may provide catering services on an "as needed" basis during the term of this contract including any extension thereto. The Contractor may use the cafeteria, courtyard, and buffet dining room to cater private parties and official Departmental functions before and after luncheon hours. The Government does not guarantee any amount of usage for this service. The Contractor is responsible for promoting its catering services within the HCHB. No promotions for services offered within the HCHB are allowed outside the HCHB, and no promotions for services offered outside the HCHB are allowed inside the HCHB.

3. Executive Dining Room

- a. The Contractor shall be responsible for providing luncheon service to senior level Department officials in the EDR (Room 5843). This service is currently being provided Monday through Thursday.
- b. The number of senior officials authorized to eat in the EDR is approximately 30. They are required to pay for their meals upon services rendered. Prices and services offered in the EDR should be in line with those offered to the main population of the HCHB. During the last year the EDR served an average of approximately eight patrons a day.
- c. The Contractor may deliver special called-in food orders to the Secretary and Deputy Secretary of the Department of Commerce. The Secretary and the Deputy Secretary are required to pay for their meals upon delivery.

4. Security

The Contractor will be responsible for background checks on each of its employees working in the HCHB, at a cost of approximately \$70 per employee, to be conducted by the DOC office of Security. The Contractor will be given access to a safe in the food service area for placing its money and valuables, which the Contractor is responsible for using. Security cameras are also available. The Contractor may bring in tour groups from outside the HCHB, but may only do so upon approval of the Office of Security, with 48 hours written notice to the DOC Office of Security. Also, the Contractor must pay for a minimum of two security guards (from the security guard contractor serving the HCHB) to patrol the food service areas when tour groups are present, assuring that tour members cannot access the rest of the building. Contractor employees must wear picture identification badges when in the HCHB. Receiving dock access is restricted to authorized vendors, with prior notice to the Office of Security. Incoming packages are subject to examination by the DOC.

5. Sanitation and Quality

- a. The Contractor shall operate its food services in a clean and sanitary manner.
- b. The Contractor shall take steps to ensure that:
 - (1) All food served is wholesome; free from spoilage, adulteration and misbranding; and safe for human consumption;
 - (2) All uncooked items such as fresh fruits and salad items are clean and free from blemish;
 - (3) All food is attractive in appearance and served at the proper temperature and consistency.

6. Janitorial Cleaning

The Contractor shall be responsible for establishing and implementing a quality cleaning program to maintain all of the space provided to the Contractor under this contract.

7. Trash Removal

The Contractor shall be responsible for regular, timely removal of garbage generated by food services. A dumpster will be provided for the Contractor's use. A recycling program should be included in the Contractor's submission. Trash should be emptied on a daily basis.

8. Pest Control

The Contractor shall be responsible for pest control in the food service facilities. Pest control shall ensure proper, sanitary, and non-hazardous removal of any insect or rodent presence that

may occur in the food service facilities.

9. Equipment Inventory

The Contractor shall provide the Contracting Officer's Technical Representative (COTR) with an inventory list containing the name of the manufacturer, brand and intended use of all materials that he/she proposes to use in performance of this work. In addition, the Contractor shall indicate those materials containing hazardous substances and provide Material Safety Data Sheets for the so indicated materials.

10. Operating Expenses

a. The Contractor is permitted to incur the usual type of operating expenses for food services. Operating expenses are the actual net costs after deduction of trade discounts, cash discounts, rebates, etc., which accrue or which the Contractor becomes obligated to pay because of operations under this contract. These expenses include, but are not limited to:

- (1) The cost of food sold;
- (2) Salaries and wages;
- (3) Janitorial services and pest control;
- (4) Preventive maintenance and repairs to Government-owned and contractor-furnished equipment;
- (5) Replacement of government-owned equipment;
- (6) Depreciation;
- (7) Telephone service;
- (8) Laundry;
- (9) Postage;
- (10) Insurance;
- (11) Transportation of goods;
- (12) Supplies and materials;
- (13) Rental of equipment (only when approved in writing by the CO);
- (14) Worker's compensation;
- (15) Payroll taxes;
- (16) Other taxes and licenses;
- (17) Employee benefits; and
- (18) Cost of decorations, posters, advertising handouts, etc., promoting special occasions, promotional campaigns, or holidays. All activities of this nature shall be confined to the interior of the HCHB.

b. The following are not allowable as operating expenses under the terms of this contract, but are to be recovered as part of the administrative expense:

- (1) Payroll computations and disbursements of employee salaries;

- (2) Wages and salaries of home-office employees and general administrative, executive and management officials for general supervision of this contract;
- (3) Accounting expenses, including costs of preparing financial reports;
- (4) Supervision of facilities by the Contractor's home office personnel;
- (5) Other wages and salaries to the extent that they exceed those normally paid for similar work in the locality, unless approved by the CO;
- (6) Home office management costs, such as general management overhead, transportation of management personnel, and any other indirect management costs, as related to this contract;
- (7) Repairs necessary as the result of negligence of the Contractor or its employees;
- (8) Payment for forms and other supplies and stationery; and
- (9) Other expenses incurred without the approval of the CO.

11. Depreciation of New Equipment Purchased by the Contractor

The principles set forth in FAR 31.205.11 (DEPRECIATION) shall be used except that smallwares (china, silverware, pots and pans, serving utensils, trays, etc.,) shall be treated as follows:

- a. The actual cost, minus 10% of salvage value, of the original inventory of smallwares provided by the operator shall be amortized as an operating expense on a straight line basis over a five year period. The actual cost of replacement items required to maintain the inventory at its original level may be charged as an operating expense to the extent that such annual replacement cost does not exceed 1-1/4% of annual net sales. Costs incurred to increase the original level of the inventory and for replacement costs that exceed 1-1/4% of annual net sales shall not be allowed as operating expenses unless specifically authorized in advance by the CO.
- b. Upon the expiration or termination of this contract, the Contractor agrees to offer for sale to the Government or a successor contractor, all smallwares and equipment provided by the operator under this contract for an amount equal to the salvage value plus any unamortized costs. The Government shall not be liable for such costs in the event it decides not to exercise its option to purchase or arrange for purchase of the aforementioned smallwares and equipment.

12. Food Service Equipment and Utensils

- a. The Contractor shall be responsible for furnishing all food service equipment and utensils that are necessary to provide the food services described in this document that are not otherwise furnished by the Government. All equipment and utensils provided by the Contractor shall be of a quality acceptable to the Government as determined by the COTR. The Contractor shall be responsible for replacing such equipment and utensils when necessary because of loss, depreciation, or obsolescence.

- b. The Offeror shall submit with the technical proposal a list of the equipment and utensils that are to be used under this contract. Throughout the contract period, and extensions thereof, the Contractor shall maintain current records of all equipment and utensils used under this contract including all additions, replacements and removals.

13. Progress/Compliance

In addition to the Contractor's own proposed quality control metrics, the Contractor's compliance will be monitored by the COTR through regular, unannounced inspections which may include the presence of a public health officer. Any discrepancies shall be addressed by the CO. Contractor performance will also be monitored by periodic customer satisfaction surveys. Surveys that yield a satisfaction rate of less than 90% will require action from the Contractor to address the issues raised in the survey.

14. Government Provided Items

The Government shall provide the following space and building services to the Contractor for use under this contract:

- a. Approximately 22,765 square feet of office and special use space in the basement and the fifth floor and the interior courtyard between the third and fourth wings. This includes the main cafeteria dining area (10,575 sq. ft.), buffet dining room (2,100 sq. ft.), fifth floor EDR and adjacent kitchen (1,030 sq. ft.), food service area (6,200 sq. ft.), food storage and refrigeration area (1,235 sq. ft.), dishroom (920 sq. ft.), and office and locker room space (705 sq. ft.). Also included are the tables and chairs currently in the cafeteria dining room.
- b. All standard level building services (HVAC, electricity, gas, steam, water, trash dumpster, and building maintenance services except as otherwise herein mentioned, such as pest control, janitorial cleaning services and building utilities used on an overtime basis [after the HCHB core hours of operation]).
- c. Periodic painting and redecorating of the cafeteria and buffet dining rooms. No current plans or funding exist for such, so Contractors are encouraged to propose renovations and redecorating at their own cost in their proposals.

C. *CRITICAL SUCCESS FACTORS:*

Contractor submissions shall be evaluated based on the following criteria:

- A. Innovation of approach (30%)
- B. Soundness of business plan (20%)

C. Site visits (30%)

1. Quality of facility operations (35% of item C)
2. Quality of food (35% of item C)
3. Price reasonableness of food (30% of item C)

D. Past performance (20%)

4. Team Members

Members of this Project Team possess authority and responsibility for the successful accomplishment of the Project Objective and the fulfillment of the terms and conditions of this Project Agreement. The selection and assignment of team members have been made on the basis of the requirements' cross-functional needs and include a warranted procurement official, as well as program and legal representatives.

5. Empowerment

This Project Agreement fully empowers the Project Team to meet the overall Project Objectives and authorizes the Project Team to take all steps necessary for the acquisition. This includes the development of an overall project strategy, an acquisition strategy, and selection of the contractor subject only to the applicable statutory and regulatory requirements. No further authorization is required. The Project Team will update the Project Sponsor on its progress in meeting the Project Objective on a regular basis and as major milestones are achieved.

6. Estimated Budget

The anticipated contract resulting from this acquisition will be at no cost to the Government. The Government will provide consideration in the form of providing the food service facility, utilities, and equipment rent-free to the successful contractor.

7. Milestones

A site visit to the HCHB will take place on July 21, 1999 at 10:00 a.m. in the basement cafeteria dining room. (Interested vendors should R.S.V.P. to Ehinz@doc.gov by July 19, 1999, at 5:00 p.m.) Industry written responses are due by 3:00 p.m. on July 28, 1999. If required, a more detailed Statement of Need (SON) will be issued in August, 1999. The Government's goal is to have the contract awarded at the beginning of September, 1999.

8. Period of Performance

The term of the project began in June, 1999 when the Project Team was formed, continues through contract award, and will conclude when the contract has been successfully in place for one year. The anticipated period of performance for this contract is a five-year base period and (if options are exercised) two five-year option periods.

9. Scope

The Project Agreement will be available electronically on the U.S. Department of Commerce Home Page (<http://oamweb.ossec.doc.gov/foodservices/>). Phase I (Steps 1 through 3) includes assessments of capability, description of approach and a food price estimate in the selection of those capable of meeting this Project Objective. During this Phase, the Offerors submissions will be reviewed and an initial down-selection conducted to determine the competitive range. In Phase II, (Steps 4 through 6) the Project Team may also develop and issue a Statement of Need (SON) based upon the evaluation of the responses to the Project Agreement (PA). The SON would be issued to those vendors who were deemed to make the competitive range during this initial down-selection. As part of the team's evaluation process, the Project Team reserves the right to conduct discussions, site visits, and require oral presentation from Offerors, if deemed appropriate.

10. Ground Rules for the Acquisition/Selection Process

This acquisition will be conducted according to CONOPS as described in Department of Commerce Acquisition Process Case for Change. The DOC intends to communicate openly and frequently with industry throughout the pre-award phase of the acquisition. To promote an equitable and active dialog with all members of private industry who have an interest in responding to the needs of the Government, CONOPS uses electronic communications extensively throughout this solicitation process. This speeds the exchange of information and assures equal opportunity for all respondents. It also encourages openness by making as much information as possible available simultaneously to all parties. This PA, the Statement of Need (SON) questions and answers and any applicable amendments will be posted at: <http://oamweb.ossec.doc.gov/foodservices/>. Offerors shall be responsible for accessing the Internet web page for any changes to the Project Agreement, which will be posted at this same location.

The following steps will be used in the selection process. However, Offerors are reminded, it may be deemed appropriate to award this contract at any time during the selection process described below.

PHASE I

STEP 1. PUBLISH PROJECT AGREEMENT (PA)

On July 15, 1999, this requirement was synopsisized in the Commerce Business Daily (CBD). This PA document can be accessed on the project team's home page as indicated above. Questions pertaining to this PA should be submitted by e-mail to Ehinz@doc.gov, no later than July 22, 1999. Questions and answers will be published on the food services home page a minimum of three (3) calendar days prior to the date responses to the PA are due. The identity of the author for each question will remain confidential.

STEP 2. INVITE AND RECEIVE OFFEROR' S SUBMISSIONS

Offerors who wish to respond to the Government' s needs as outlined in this PA are required to submit the following documents:

1. Capability Statement
2. Program Approach
3. Food Price Estimates
4. Certifications and Representations

FORMAT OF OFFEROR RESPONSE TO PROJECT AGREEMENT:

1. Capability Statement

The Capability Statement shall not exceed eight (8) pages total, inclusive of all Offeror attachments. A one-(1) page executive summary, although not required, will not be considered part of the total eight (8) page limit. The Past Performance references are excluded from the page limitation specified in this section. The Capability Statement shall be comprised of the 3 sections identified below. If applicable, any subcontractor or teaming arrangement shall be addressed within the Capability Statement. The provisions of FAR 52.219-14, entitled "Limitation on Subcontracting. Dec. 1996", shall apply to this requirement.

1. Experience: The Contractor shall demonstrate a minimum of thirty-six (36) months prior experience in the food services industry, providing services similar to those proposed. Offerors are also required to demonstrate the capability of providing a permanent full time workforce (e.g. laborer hired over a one year duration) and the ability to support an environment that has 3,500 or more employees. Additionally, the Offeror must demonstrate how the experience is relevant to the efforts required by the DOC.

2. Past Performance: Corporate past performance is the assessment of future performance based on information obtained from references and other information based on actual past and current performance. Both independent data and information provided by references listed in the Offeror's proposal may be used to evaluate past performance. The DOC is seeking information from all contracts which are of similar nature and size as this one. The contracts must have been performed within the last three years. A minimum of eight (8) references are required. Offerors are allowed to submit up to three (3) references from subcontractors to comprise the required

eight (8) references. If an Offeror is not able to provide eight (8) references, the Offeror shall certify that the references provided are all those available as of the date of submission and provide reasons why additional references are not available. The Offeror is required to complete a “Past Performance Reference” for each contract provided (see **Attachment 2** for the sample format). Any information found to be unreliable may result in a negative rating to the Offeror. False information provided will result in the DOC not considering an Offeror for award of any resulting contract.

3. Special Recognition: Quality recognition, special certifications, and/or recommendations from past customers relating to factors that will sustain the level of service the DOC is expecting to acquire.

2. Program Approach

The Offeror’s approach (not to exceed eight (8) pages in length) shall reflect the Offeror’s plan for addressing the DOC’s objectives listed in Section 3. The Offeror shall also provide a description of how it intends to address the work environment including the number of personnel proposed, and types of material and equipment the Offeror will use to accomplish this requirement. The DOC is also interested in learning how each Offeror will address the issues listed as critical success factors (Section 3). Offerors are encouraged to submit innovative solutions to achieve the customer’s critical success factors. Offerors are advised that the concepts provided in response to this Project Agreement may be incorporated into the SON.

Quality Control Plan: In performing the requirements outlined in the Project Objective, the Offeror shall provide a description of its plan for Quality Control. The Offeror shall identify specific procedures and processes that will ensure that all services set forth in the Project Agreement are met and are consistent with the technical approach.

3. Food Price Estimate

The DOC anticipates entering into a no-cost type contract. However, the DOC will evaluate the reasonableness of food pricing for patrons of the proposed food service establishment, as discussed in Section 3 above. Detailed pricing structures are unnecessary. As part of the price estimates, the Offeror shall demonstrate how its price is consistent with its proposed technical approach and meeting the Project Objective stated herein, as well as providing the best overall value to DOC food service patrons.

4. Certification and Representations

Certifications and Representations included within this project agreement (<http://oamweb.osc.doc.gov/foodservices/>) shall be completed and submitted with the Capability Statement. The FAR clauses that apply to this requirement are available in **Attachment 3**.

STEP 3. REVIEW OFFEROR' S SUBMISSIONS, IDENTIFY VIABLE APPROACHES, AND CONDUCT INITIAL DOWN-SELECTION (DETERMINE COMPETITIVE RANGE)

The purpose of this initial review is to identify viable approaches and determine a manageable number of Offerors with the best opportunity for award. The evaluation factors that will be utilized for this step are described in Section 3(C):

1. Innovation of Program Approach

- Offeror' s degree of understanding of the critical success factors, the Project Objective and requirements listed throughout Section 3. Shows innovation, resourcefulness, and creative problem-solving.

2. Soundness of Business Plan

- Offeror demonstrates realistic implementation for all areas of activities required in the Project Agreement.

3. Site Visits

- Quality of facility and food is high, and prices represent good value.

4. Experience/Past Performance

- Specific relative experience in the same or similar type of service required in this project agreement.
- Customer satisfaction with contractor' s performance.

Upon completion of evaluation, Offerors not viewed as being competitive will be encouraged to voluntarily withdraw from the selection process. In accordance with FAR Part 15.306, these Offerors will be promptly notified and if requested within the time frame allowed by the FAR, they will receive a timely debriefing on the results of the evaluation. Prior to award, those Offerors who receive a debriefing will be unable to continue to Phase II.

Offerors who fail to submit all information requested in the PA by the due date will be considered "non-responsive" and will not be considered for further evaluation. The Government reserves the right to make a determination of award based on the evaluation of the initial submissions. Therefore, the Offeror' s initial proposal should contain their best terms from all standpoints.

PHASE II

STEP 4. ISSUE STATEMENT OF NEED (SON)

After the initial down-selection, the project team may issue a SON, if required, to those Offerors who remain under consideration. The SON will provide instructions for additional submissions

and /or oral presentations. The SON may include instruction and guidance regarding preparation for oral presentations. Oral presentations may not take place until after responses to the SON are received. If oral presentations are conducted, Offerors will be contacted in advance to schedule a date and time for their presentation. The DOC may conduct oral presentations with Offerors in an effort to determine which Offeror has the best understanding of the DOC's requirements. Oral presentations will be evaluated according to the criteria listed under "Program Approach", and "Soundness of Business Plan", listed above. The DOC intends to award a contract without discussions. However, the project team may enter into discussions with the remaining vendors who make the competitive range. As a result, Offerors remaining under consideration will be advised of weaknesses and/or deficiencies existing in their proposal and will be given an opportunity to incorporate necessary enhancements into their response to the SON. The DOC will not be responsible for any costs incurred in the preparation of responses to this requirement.

STEP 5. RECEIVE PROPOSALS BASED ON STATEMENT OF NEED (SON)

Those Offerors remaining under consideration will be given the opportunity to submit a proposal in response to the SON.

STEP 6. MAKE BEST VALUE DETERMINATION AND FURTHER DOWN SELECTIONS

The Project Team will use a best value evaluation to determine which offer is most advantageous to the DOC. In making this selection, the Project Team will select the solution that offers the best value to the DOC food services customers, price and other factors considered. The Project Team will also identify risks, benefits, and the likelihood of success associated with each proposal.

STEP 7. AWARD CONTRACT

Once the project team reaches consensus based on the stated evaluation criteria, an award will be made, and the remaining Offerors will be promptly notified of the selection. If a request is made within the time frame allowed by the FAR, Offerors will receive a timely debriefing on the results of their evaluation.

STEP 8. MANAGING FOR RESULTS

The project team will be responsible for administering any resulting contract. Once the contract is in place, team members will consult with the contractor throughout the "Managing For Results" phase in order to exchange ideas and feedback regarding the performance of the newly awarded contract.

11. Proposal Requirements

An original and six (6) copies of the proposal shall be submitted in paper form and on 3.5" High Density Diskette, formatted for IBM compatible personal computers, in Microsoft Word 6.0 or

Corel WordPerfect 8.0. Proposal pages shall be formatted for “8 ½ by 11” white, non-textured paper and single-spaced. Margins shall be one (1) inch on all sides. The type for all documents submitted (including charts and graphs) shall be black, shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point and shall not exceed six (6) lines per vertical inch. All documents shall be received no later than **July 28, 1999 by 3:00 P.M. EST**. All documents shall be delivered as a single package and the container should also clearly state the solicitation number. Depending on the mode of delivery, Offerors’ response MUST be addressed as follows:

(U.S. Postal Service Courier or Express Mail Service)

U.S. Department of Commerce
14th & Constitution Ave., NW
Acquisition Services, Room 6514
Attn: Elizabeth Hinz
Washington, D.C. 20230

12. Incumbent Contractor

Cafeteria Service Contract, # 50-SAAA-0-00014
Aramark Corporation
2104 Eastham Road
Timonium, MD 21093

ATTACHMENT 2

Past Performance Reference(s)

Please provide responses to the following questions and provide the information on this form or in this format for each contract identified. Provide frank, concise comments regarding your performance on the contracts you identify. If more space is required, please use continuation sheets, up to three (3) sheets per questionnaire.

- A. Offeror Name:** _____
B. Contract Number: _____
C. Contract Value: _____ (Including all option periods)
D. Contract Type: _____
E. Period of Performance: _____ (Including all option periods)
F. Brief Description of Effort.

(Please highlight portions considered most relevant to the requirements of this solicitation.)

G. Points of Contact *(It is essential that current information on both individuals be provided.)*

1. Program Manager:

Name: _____ **Position:** _____

Organization: _____

Address: _____

Phone: _____ **Fax:** _____

2. Contracting Officer or Equivalent:

Name: _____ **Position:** _____

Organization: _____

Address: _____

Phone: _____ **Fax:** _____

H. Address any management, business, cost, or scheduling issues, problems or challenges encountered and state how they were resolved.

J. Indicate the average number of supervisors, laborers, and equipment used while working on this contract and indicate the types of services that were performed.

K. Specify any Government or other awards or recognition for performance of this program and specify any special achievements received on this program.

ATTACHMENT 3

Supplemental FAR Clauses for HCHB FOOD SERVICES ACQUISITION

Following are supplemental clauses applicable to the submission of proposals and award for the HCHB Food Services Acquisition. All referenced Federal Acquisition Regulation (FAR) clauses are incorporated by reference in the Project Agreement/Solicitation and have the same force and effect as if they were given in full text. The full text of referenced FAR clauses may be accessed at (<http://www.arnet.gov/far>).

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

NUMBER TITLE DATE

52.202-01 Definitions. OCT 1995
52.203-03 Gratuities. APR 1984
52.203-05 Covenant Against Contingent Fees. APR 1984
52.203-06 Restriction on Subcontractor Sales to Government. JUL 1995
52.203-07 Anti-Kickback Procedures. JUL 1995
52.203-08 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
52.203-12 Limitation on Payment to Influence Certain Federal Transactions. JAN 1990
52.209-06 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. JUL 1995
52.214-34 Submission of Offers in the English Language. APR 1991
52.214-35 Submission of Offers in U.S. Currency. APR 1991
52.215-01 Instruction to Offerors-Competitive Acquisition. OCT 1997
52.215-14 Integrity of Unit Prices. OCT 1997
52-216-21 Requirements. OCT 1995
52-217-09 Option to Extend the Term of the Contract. MAR 1989
52.219-08 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns. OCT 1997
52.219-11 Special 8 (a) Contract Conditions. FEB 1990
52.219-14 Limitation on Subcontracting. DEC 1996
52.219-17 Section 8 (a) Award. DEC 1996
52.219-18 Notification of Competition Limited to Eligible 8 (a) Concerns. JAN 1997

52.222-24 Preaward On-Site Equal Opportunity Compliance Review. APR 1984
 52.222-26 Equal Opportunity. APR 1984
 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts. APR 1984
 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. APR 1998
 52.222-36 Affirmative Action for Handicapped Workers. APR 1984
 52.222-37 Employment Report on Disabled Veterans and Veterans of the Vietnam Era. JAN 1998
 52.222-41 Service Contract Act of 1965, as Amended. MAY 1989
 52.222-42 Statement of Equivalent Rates for Federal Hires. MAY 1989
 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts. MAY 1989
 52.223-02 Clean Air and Water. APR 1984
 52.223-06 Drug-Free Workplace. JAN 1997
 52.223-14 Toxic Chemical Release Reporting. OCT 1996
 52.225-11 Restriction on Certain Foreign Purchases. OCT 1996
 52.228-05 Insurance—Work on a Government Installation. JAN 1997
 52.229-03 Federal, State, and Local Taxes. JAN 1991
 52.229-05 Taxes-Contracts Performed in U.S. Possessions or Puerto Rico. APR 1984
 52.232-01 Payments. APR 1984
 52.232-08 Discounts for Prompt Payment. MAY 1997
 52.232-17 Interest. JUN 1996
 52.232-18 Availability of Funds. APR 1984
 52.232-23 Assignment of Claims. JAN 1986
 52.232-25 Prompt Payment. JUN 1997
 52.232-33 Mandatory Information for Electronic Funds Transfer Payment. AUG 1996
 52.233-01 Disputes. OCT 1995
 52.233-03 Protest after Award. AUG 1996
 52.237-02 Protection of Government Buildings, Equipment, and Vegetation. APR 1984
 52.242-13 Bankruptcy. JUL 1995
 52.243-01 Changes - Fixed Price. AUG 1987
 52.245-01 Property Records. APR 1984
 52.245-02 Government Property (Fixed-Price Contracts). DEC 1989
 52.245-19 Government Property Furnished “As Is”. APR 1984
 52.246-04 Inspection of Services – Fixed Price. FEB 1992
 52.248-01 Value Engineering. SEP 1996
 52.249-08 Default (Fixed-Price Supply and Service). APR 1984
 52.249-02 Termination for Convenience of the Government. SEP 1996
 52.249-14 Excusable Delay. APR 1984
 52.251-01 Government Supply Sources. APR 1984
 52.252-02 Clauses Incorporated by Reference. JUN 1988
 52.252-06 Authorized Deviations in Clauses. APR 1984
 52.253-01 Computer Generated Forms. JAN 1991

SERVICE OF PROTESTS

As stated in the Project Agreement/Solicitation, the Government requests that any disputes arising before award be resolved informally through discussion or by use of agency protest procedures. If a protest is filed with the General Accounting Office (GAO), a complete copy of the protest and all attachments shall be served upon the Contracting Officer and the Contract Law Division of the Office of General Counsel within one day of filing with GAO.

SECTION K - CERTIFICATIONS AND REPRESENTATIONS

K.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov/far>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

NUMBER	TITLE	DATE
--------	-------	------

52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.	APR 1991
-----------	---	----------

52.222-21	Certification of Nonsegregated Facilities.	APR 1994
-----------	--	----------

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered; (2) The prices in this offer have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices

offered in the bid or proposal, and the title of his or her position in the Offeror's organization];
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and as an agent, has not personally participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION. (JUN 1997)

(a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on consolidated basis, and of which the Offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____.

OR ___ TIN has been applied for.

OR ___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state, or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship;
___ Partnership;
___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS. (OCT 1995)

(a) Representation. The Offeror represents that it is ___ is not ___ a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

1. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

2. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 TYPE OF BUSINESS ORGANIZATION. (OCT 1997)

The Offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or (b) If the Offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____(country).

K.7 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or quotation.

(b) If the Offeror or respondent checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance Name and Address of Owner (Street Address, City, and Operator of the Plant (County, State, Zip Code) or Facility if Other than Offeror or Respondent

K.8 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION. (FEB 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 5812.

(2) The small business size standard is \$5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The Offeror represents as part of its offer that it is ___ is not ___ a small business concern.

(2) (Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it is ___ is not ___ a small disadvantaged business concern.

(3) (Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it is ___ is not ___ a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business

concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
Certifications and Representations (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished. (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The Offeror represents that--

- a) It has ___ has not ___ participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It has ___ has not ___ filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The Offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is ___ is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including

this paragraph (c), in every nonexempt subcontract.

**K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING.
(OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

1. By signing this offer, the Offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.13 52.225-8 BUY AMERICAN ACT--TRADE AGREEMENTS
ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (JAN 1994)**

(a) The Offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

Certifications and Representations

(b) Excluded End Products:

Line Item No. Country of Origin

(c) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, Offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The Offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(2) The Offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

K.14 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature _____

Title _____

Date _____